

# EXHIBIT "A"

EXHIBIT "A"



CORPORATION SERVICE COMPANY\*

NJH / ALL

Transmittal Number: 12982230  
Date Processed: 09/23/2014

## Notice of Service of Process

Primary Contact: Jim Baker  
Universal Underwriters Group  
7045 College Boulevard  
Overland Park, KS 66211

Copy of transmittal only provided to: Jennifer Brock

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Entity:	Universal Underwriters Insurance Company Entity ID Number 1960800
Entity Served:	Universal Underwriters Insurance Company
Title of Action:	Adela G. Alvarez vs. Universal Underwriters Insurance Company
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court/Agency:	Monterey County Superior Court, California
Case/Reference No:	M129256
Jurisdiction Served:	California
Date Served on CSC:	09/23/2014
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Sender Information:	Daniel E. Griffie 831-753-6577

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**  
*CSC is SAS70 Type II certified for its Litigation Management System.*  
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscinfo.com](mailto:sop@cscinfo.com)

**SUMMONS**  
(CITACION JUDICIAL)

**NOTICE TO DEFENDANT:**

**(AVISO AL DEMANDADO):**  
UNIVERSAL UNDERWRITERS INSURANCE COMPANY, a business entity form unknown, UNIVERSAL UNDERWRITERS SERVICE CORPORATION, a corporation and DOES 1 through 20

**YOU ARE BEING SUED BY PLAINTIFF:**  
**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

ADELA G. ALVAREZ, an individual

SUM-100

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)**FILED**

SEP 17 2014

TERESA A. RISI  
CLERK OF THE SUPERIOR COURT

~~CARMEN B. OROZCO~~ DEPUTY

**NOTICE:** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): **Monterey Superior Court,**

**1200 Aguajito Road, Monterey, CA 93940**

CASE NUMBER:  
(Número del Caso):

**M129256**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
**Daniel E. Griffee, Esq., 44 West Alisal St., Salinas, CA 93901, 831-753-6577**

DATE: **SEP 17 2014**  
(Fecha)

**TERESA A. RISI**

Clerk, by  
(Secretario)

**CARMEN B. OROZCO**

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.  
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Universal Underwriters Insurance Company**

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):

4. ☐ by personal delivery on (date):

[SEAL]

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Daniel E. Griffec, Esq., SBN 229897 44 West Alisal St. Salinas, CA 93901 TELEPHONE NO.: (831) 753-6577 FAX NO.: (831) 424-9625 ATTORNEY FOR (Name): Adela G. Alvarez		FOR COURT USE ONLY <b>FILED</b> SEP 17 2014 TERESA A. RISI CLERK OF THE SUPERIOR COURT DEPUTY CARMEN B. OROZCO
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Monterey STREET ADDRESS: 1200 Aguajito Road MAILING ADDRESS: Monterey, CA 93940 CITY AND ZIP CODE: Monterey BRANCH NAME:		
CASE NAME: Adela G. Alvarez v. Universal Underwriters Insurance Company, et al.		
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input checked="" type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		
CASE NUMBER: M129256 JUDGE: DEPT:		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/DPD/W (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/DPD/W (23) <b>Non-P/DPD/W (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/DPD/W tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input checked="" type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 3
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: Septemebr 16, 2014

Daniel E. Griffec

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

(TYPE OR PRINT NAME)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper, (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—  
Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller  
Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage

## Other Contract (37)

Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition



1 Daniel E. Griffec, Esq. SBN 229897  
2 LAW OFFICE OF DANIEL E. GRIFFEE  
3 44 West Alisal Street  
4 Salinas, CA 93901  
5 Telephone: (831) 753-6577  
6 Facsimile: (831) 424-9625

7 Attorney for Plaintiff ADELA G. ALVAREZ

**FILED**

SEP 17 2014

TERESA A. RISI  
CLERK OF THE SUPERIOR COURT  
DEPUTY  
~~CARMEN B. OROZCO~~

8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF MONTEREY**

10 **LIMITED JURISDICTION**

11 **ADELA G. ALVAREZ**, an individual

12 Plaintiff,

13 v.

14 **UNIVERSAL UNDERWRITERS**  
15 **INSURANCE COMPANY**, a business  
16 entity form unknown, **UNIVERSAL**  
17 **UNDERWRITERS SERVICE**  
18 **CORPORATION**, a corporation and  
19 **DOES 1 through 20**, inclusive,

20 Defendants.

Case No. **M129256**

COMPLAINT FOR:

- 1) Breach of Written Contract;
- 2) Breach of Covenant of Good Faith and Fair Dealing; and
- 3) Declaratory Relief

CASE PROGRESS CONFERENCE  
DATE: 9-17-2015

TIME: 9:00 AM

COURTROOM: 14

21 Plaintiff ADELA G. ALVAREZ complains and alleges as follows:

22 **THE PARTIES AND VENUE**

23 1. Plaintiff ADELA G. ALVAREZ ("Plaintiff") is an individual who resides in  
24 Monterey County, CA.

25 2. Defendant UNIVERSAL UNDERWRITERS INSURANCE COMPANY is,  
26 and at all times herein mentioned was, a business entity form unknown organized and  
27  
28

1 existing under the laws of the State of California and authorized by the California Insurance  
2 Commissioner to transact, and transacting, business in this state and Monterey County as  
3 an insurer.

4  
5 3. Defendant UNIVERSAL UNDERWRITERS SERVICE CORPORATION  
6 is, and at all times herein mentioned was, a corporation organized and existing under the  
7 laws of the State of California and authorized by the California Insurance Commissioner to  
8 transact, and transacting, business in this state and Monterey County as an insurance agent.

9  
10 4. Defendant UNIVERSAL UNDERWRITERS INSURANCE COMPANY  
11 and Defendant UNIVERSAL UNDERWRITERS SERVICE CORPORATION are jointly  
12 referred to as "Defendants".

13  
14 5. Plaintiff is ignorant of the true names and capacities of Defendants sued  
15 herein as DOES 1 through 20, inclusive, and therefore sues these Defendants by such  
16 fictitious names. Plaintiff will amend this complaint to allege their true names and capacities  
17 when ascertained, Plaintiff is informed and believes and thereon alleges that each of these  
18 fictitiously named Defendants is responsible in some manner for the occurrences herein  
19 alleged, and that Plaintiff's damages as alleged herein were proximately caused by their  
20 conduct.

21  
22 6. Plaintiff is informed and believes that each of the Defendants was at all  
23 relevant times, the agent, servant, or employee of each the other Defendants names herein  
24 and that each such Defendant was acting within the course and scope of such agency,  
25 service, or employment relationship in engaging in the conduct alleged herein.

26  
27 7. Venue in this County is proper under Cal. Civ. Pro. Code § 395(a) and  
28 because Defendants transacts substantial business in Monterey County.

GENERAL ALLEGATIONS

8. On or about August 17, 2008, in consideration of the payment of a premium of \$1,995.00, made by Plaintiff, Defendants, by its duly authorized agents, executed and delivered to Plaintiff in Salinas, County of Monterey, California, its policy of insurance referred to as "the policy," in and by which defendant undertook to and did insure the Plaintiff's new 2007 Toyota Tundra pickup truck (Insured Vehicle") against loss or damage by mechanical breakdown. On the occurrence of the insured event, Defendants promised to pay and indemnify Plaintiff for the cost of vehicle repairs and associated losses. The policy by its terms was effective beginning August 17, 2008. A copy of the policy is attached hereto as **Exhibit A** and made a part hereof.

FIRST CAUSE OF ACTION  
(BREACH OF WRITTEN CONTRACT)

9. Plaintiff realleges and incorporates by reference paragraphs 1 through 8.

10. On or about February 27, 2014, while the policy was in full force and effect, the Insured Vehicle suffered a catastrophic mechanical breakdown of a piston rod, resulting in the destruction of the Insured Vehicle's engine to Plaintiff's loss and damage in the sum in excess of \$20,000.00.

11. On or about April 15, 2014, Defendant's third party inspector conducted an inspection of the Insured Vehicle at the Plaintiff's auto mechanic's shop located in King City, California. That inspection concluded in part, "the broken connecting rod compellingly suggests a failure as a result of what is commonly called a hydrostatic lock, water or coolant intrusion into the combustion process via an outside source such as intake ducting can cause and will cause this condition. *Further tear down and disassembly, as well as re-examination of all the parts would be desirable and provide more succinct analysis* [emphasis



1 added]." Defendants never requested further inspections or disassembly from the Plaintiff  
2 nor authorized their third party inspector to seek a re-inspection and denied the Plaintiff's  
3 insurance claim based upon their incomplete investigation.

4  
5 12. On or about June 12, 2014, Plaintiff's mechanic provided to the Defendants  
6 his written professional opinion that the mechanic breakdown of the Plaintiff's engine was  
7 due to a defective piston rod. At the time of this mechanical breakdown the Insured Vehicle  
8 only had accumulated only 28,784 total miles. By reason thereof, under the terms of the  
9 policy, Plaintiff became entitled to receive from Defendants, and Defendants became  
10 obligated to pay to Plaintiff the costs of repairs of the Insured Vehicle, tear down costs and  
11 towing costs.  
12

13 13. Plaintiff has performed all conditions of the policy on her part to be  
14 performed and, in accordance with the terms of the policy, gave Defendants due and timely  
15 notice and proof of damages.  
16

17 14. Plaintiff has demanded of defendant payment of the sum necessary to repair  
18 the Insured Vehicle believed to be in excess of \$18,000.00, but Defendants has failed and  
19 refused, and continues to fail and refuse, to pay plaintiff that sum or any part of it, and there  
20 is now due and owing from Defendants to Plaintiff the sum of \$20,000.00.  
21

22 15. As a proximate result of defendant's failure and refusal as herein alleged,  
23 Plaintiff has been damaged in the sum in excess of \$20,000.00, amount due under policy  
24 and unpaid with interest on that sum at the legal rate from June 12, 2014, the date  
25 Defendants were provided with Plaintiff's mechanic's opinion regarding the mechanical  
26 breakdown of Plaintiff's Insured Vehicle.  
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**SECOND CAUSE OF ACTION**

(TORTIOUS BREACH OF INSURANCE CONTRACT,  
BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING)

16. Plaintiff realleges and incorporates by reference paragraphs 1 through 15.

17. At all times herein mentioned, Plaintiff had in full force and effect a written insurance policy, issued to Plaintiff as the insured by Defendants and covering her 2007 Toyota Tundra pickup truck (See **Exhibit A**). Implied in the policy was a covenant by the Defendants that it would act in good faith and deal fairly with the insured and that it would do nothing to interfere with the rights of the insured to receive the benefits of the agreement.

18. The policy, among other things, provided coverage as follows: "If a mechanical breakdown occurs, we will repair or replace the covered part(s), or we will pay an authorized repair facility reasonable and customary charges to do so..."

19. On or about February 27, 2014, while the policy was in full force and effect, the Insured Vehicle suffered a catastrophic mechanical breakdown resulting in the destruction of the Insured Vehicle's engine to Plaintiff's loss and damage in the sum in excess of \$20,000.00. By June 12, 2014, Plaintiff's mechanic had provided to the Defendants with his written professional opinion that the mechanic breakdown of the Plaintiff's engine was due to a defective piston rod.

20. By the provisions of the policy Defendants represented to Plaintiff that if Plaintiff complied with all the terms and conditions of the policy Defendants would have the Insured Vehicle repaired, pay cost of the investigation to determine the mechanical breakdown and towing costs. Consequently, Plaintiff became entitled to receive from Defendants payment for the costs of the Insured Vehicle repair, investigation costs and towing charges.

1           21. For the purposes of compelling Plaintiff to abandon her claim, Defendants  
2 failed to adequately and fully investigate or even acknowledge the Plaintiff's mechanic's  
3 written opinion that the Insured Vehicle's mechanical breakdown was due to a defective  
4 piston rod. Based upon Defendants defective claims investigation, defendant, in breach of  
5 its covenant of good faith and fair dealing, intentionally, maliciously, and oppressively  
6 refused and failed to pay Plaintiff's insurance claim in accordance with the terms of the  
7 policy.  
8

9           22. As a direct and proximate result of Defendants' wrongful conduct as herein  
10 alleged, Plaintiff has incurred expenses for the towing, storage, mechanical investigation,  
11 loss of use of the Insured Vehicle and attorney's fees in the sum in excess of \$20,000.00.  
12

13           23. As a further direct and proximate result of Defendants' wrongful conduct as  
14 herein alleged, Plaintiff sustained emotional and mental distress and anguish,  
15 embarrassment, mortification, humiliation, and indignity, all to her general damage.  
16

17           24. In committing the acts described in this complaint, Defendants in denying  
18 Plaintiffs' insurance claim acted in conscious disregard of the rights of Plaintiff and was  
19 guilty of malice, oppression and fraud in that failed adequately and fully investigate or even  
20 acknowledge the Plaintiff's mechanic's written opinion that the Insured Vehicle's  
21 mechanical breakdown was due to a defective piston rod. The conduct of Defendants  
22 warrants an assessment of punitive damages in an amount appropriate to punish defendant  
23 and deter others from engaging in similar wrongful conduct.  
24

25                           **THIRD CAUSE OF ACTION**  
26                           **(DECLARATORY RELIEF)**

27           25. Plaintiff realleges and incorporates by reference paragraphs 1 through 24.  
28

1           26. At all times herein mentioned, Plaintiff had in full force and effect a written  
2 insurance policy, issued to Plaintiff as the insured by Defendants and covering her 2007  
3 Toyota Tundra pickup truck (See Exhibit A) against loss or damage by mechanical  
4 breakdown. The policy, among other things, provided coverage as follows: "If a  
5 mechanical breakdown occurs, we will repair or replace the covered part(s), or we will pay  
6 an authorized repair facility reasonable and customary charges to do so..."

7  
8           27. At all times herein mentioned, Plaintiff paid all premiums on the policy as  
9 they became due and payable and has otherwise performed all the terms and conditions of  
10 the policy on her part to be performed. At all times herein mentioned, the policy was, and  
11 now is, in full force and effect.

12  
13           28. On or about February 27, 2014, while the policy was in full force and effect,  
14 the Insured Vehicle suffered a catastrophic mechanical breakdown resulting in the  
15 destruction of the Insured Vehicle's engine to Plaintiff's loss and damage in the sum in  
16 excess of \$20,000.00. By June 12, 2014, Plaintiff's mechanic had provided to the Defendants  
17 with his written professional opinion that the complete mechanic breakdown of the  
18 Plaintiff's engine was due to a defective piston rod.

19  
20           29. On or about May 27, 2014, Defendants advised Plaintiff that it would make  
21 no further payments to plaintiff under the provisions of the policy. Thereafter, one of the  
22 grounds raised for the failure to continue payments was [specify, e.g., that plaintiff had a  
23 congenital back defect which contributed to plaintiff's condition and therefore the defendant  
24 insurer was not liable under the terms of the policy].

25  
26           30. An actual controversy has arisen between the parties as to whether Plaintiff's  
27 insurance claim is valid within the meaning of the policy.  
28

31. A judicial declaration is necessary and appropriate at this time under the circumstances in order that plaintiff may ascertain her rights under the written insurance policy.

WHEREFORE, Plaintiff prays for judgment as follows:

**On the First Cause of Action**

1. For general damages in the sum payable under the Policy in an amount according to proof;
2. Special damages in an amount according to be proof;
3. For such other and further relief as the Court may deem just and proper.

**On the Second Cause of Action**


1. For attorney's fees and costs, incurred prior to this bad faith litigation in an amount according to proof;
2. Prejudgment interest on the sum owed under the Policy from May 27, 2014, the date this claim should have been paid;
3. For general damages for mental suffering and emotional distress;
4. For the value of the loss of use of the Insured Vehicle from May 27, 2014, in an amount according to proof;
5. For exemplary and punitive damages;
6. For costs of suit herein incurred; and
7. For such other and further relief as the court may deem proper.

**On the Third Cause of Action**

1. For a declaration of plaintiff's rights under her policy of insurance;
2. For costs of suit herein incurred; and
3. For such other and further relief as to the court may deem proper.

Dated: September 16, 2014

Law Office of Daniel E. Griffiee

By:   
 Daniel E. Griffiee, Esq.  
 Attorney for Plaintiff Adela G. Alvarez



# Exhibit A

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(800) 673-9059

VEHICLE OWNER			VEHICLE INFORMATION		
City _____ State _____ Zip Code _____			Vehicle Identification Number _____		
If a business name is listed above, please name the Primary Driver of the vehicle.			Year _____ Make _____ Model _____		
			# Cylinders _____ Odometer Reading _____		
			Vehicle Date of Sale _____ Vehicle Purchase Price _____		
			Check if vehicle is:		
			<input type="checkbox"/> Diesel Powered <input type="checkbox"/> Turbo/Super Charged <input type="checkbox"/> 4WD/AWD		
			<input type="checkbox"/> a Manufacturer Certified Vehicle		
SELLER			LIMITED WARRANTY		
Name _____			Check box if vehicle includes a limited warranty provided by the seller.		
Address _____			<input type="checkbox"/> LW Term: _____		
City _____ State _____ Zip Code _____			Months _____ / Miles _____		
			LW Deductible: \$ _____ (B4/B1)		
			For seller use only if applicable: <input type="checkbox"/> (C4) <input type="checkbox"/> (T4/T1)		
LIENHOLDER			VEHICLE SERVICE CONTRACT		
Name _____			Contract Date of Sale _____ Contract Purchase Price _____ Sales Tax _____		
Address _____			Deductible _____ (If a deductible is not indicated a \$100 deductible will apply.)		
			Contract Options:		
			<input type="checkbox"/> \$100 Disappearing Deductible Option - \$100 deductible will be waived if covered repairs are performed by the seller.		
			<input type="checkbox"/> Personal Snowplow Option - This box must be checked and the additional contract charge paid if this vehicle is equipped with a snowplow or if a snowplow will be added. (Can not be combined with the Commercial Use Option)		
			<input type="checkbox"/> Commercial Use Option - This box must be checked and the additional contract charge paid if this vehicle is used for business/commercial purposes.		
			Admin Use Only		

TIRE & WHEEL PLAN		MAINTENANCE PLAN	
Term _____	Deductible \$ 0	Plan Term: <input type="checkbox"/> 12 mo <input type="checkbox"/> 24 mo <input type="checkbox"/> 36 mo <input type="checkbox"/> 48 mo <input type="checkbox"/> 60 mo	
Purchase Price _____		Purchase Price _____	
Coverage Limits: No tire or wheel reimbursement limit per occurrence.		Service Interval Selection: <input type="checkbox"/> 3,000 Miles (1) <input type="checkbox"/> 3,750 Miles (2)	
<input type="checkbox"/> Standard (H1)	<input type="checkbox"/> Premium (H2)	<input type="checkbox"/> 5,000 Miles (3) <input type="checkbox"/> 7,500 Miles (4) <input type="checkbox"/> 10,000 Miles (5)	
Maximum Plan	Maximum Plan	For seller use only. Plan Class Selection:	
Benefit: \$1500	Benefit: \$2500	<input type="checkbox"/> 25/20 (A) <input type="checkbox"/> 35/20 (R) <input type="checkbox"/> 50/20 (G) <input type="checkbox"/> 75/20 (M) <input type="checkbox"/> 100/20 (N)	
	Benefit: \$5000		

ACKNOWLEDGEMENT	
<p>California Residents Only: Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days the date proof of loss was filed. The name and address of the insurance company is: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66221. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-4355.</p> <p>You (Purchaser) whose signature appears below, acknowledge that you have read and understand the contract coverages, what is not covered, your vehicle maintenance responsibilities, how to file a claim, and any state changes that may apply. Furthermore, you understand that all repairs performed under this contract must be authorized by us. You have reviewed the above coverage schedule which indicates the contract coverages you are purchasing. You understand the purchase of this contract and/or the Optional Tire &amp; Wheel and Maintenance Plans are not required in order to purchase, register or obtain financing for this vehicle.</p>	
Purchaser's Signature _____	Telephone Number _____ Date _____
Seller Authorized Representative Signature _____	Telephone Number _____ Date _____

## VEHICLE SERVICE CONTRACT COVERAGE

## Definitions

**Contract:** Your vehicle service contract. It is a contract between you and us.

**Deductible:** The amount to be paid by you for repair or replacement costs of a mechanical breakdown, per covered repair visit.

**In-Service Date:** (Applies to Manufacturer Certified Vehicle Upgrade Plans Only) This is the date the original manufacturer's warranty first went into effect. This is the date the vehicle was first registered as a new vehicle or first went into demonstrator service. This may or may not be the date you purchased your vehicle. If the in-service date is not provided or the incorrect in-service date is entered, January 1 of the vehicle model year shall be used as the in-service date to calculate term expiration.

**Mechanical Breakdown:** The failure of a covered part because of a mechanical defect or faulty workmanship by the manufacturer which renders the covered part incapable of performing the function for which it was designed. If your vehicle's odometer reading is greater than 100,000 miles on the contract date of sale, then this does not include gradual reductions in operating performance due to wear and use.

**Seller:** The entity identified as "SELLER" on the front page of this contract.

**Term:** The period during which mechanical breakdown coverage applies. The term selected is shown on the front page of this contract. This contract will automatically terminate when you sell your vehicle unless it is properly transferred or cancelled as described in this contract.

**New Vehicle Plans.** The time and mileage limits of the term selected start on the contract date of sale and at zero (0) miles. The coverage expires when the length of time or accumulated mileage of the term is reached (12:01 a.m. local standard time), whichever occurs first.

**Used Vehicle Plans.** The time and mileage limits of the term selected start on the contract date of sale and from the mileage registered on your vehicle's odometer on that date. The coverage expires when the length of time of the term is reached (12:01 a.m. local standard time) or your vehicle's odometer reading is equal to the sum of the term mileage plus the mileage on your vehicle on the contract date of sale, whichever occurs first.

**Manufacturer Certified Vehicle Upgrade Plans.** The time and mileage limits of the term selected start on the in-service date and at zero (0) miles. The coverage expires when the length of time or accumulated mileage of the term is reached (12:01 a.m. local standard time), whichever occurs first.

**Warranty/Our:** UUSC Service Company, license number 0017302, the service contract provider and obligor of this contract. You may contact us to have questions answered or to receive help in filing a claim under this contract at 7040 College Boulevard, Overland Park, Kansas 66211. Or call us toll-free at 1-866-855-5963.

**You/Your:** The purchaser of the contract.

**Vehicle:** The vehicle identified on the front page of this contract.

## Coverage

The coverage that you have selected is shown on the front page of this contract. Coverage applies only to the parts listed under the coverage you selected, and to related labor, but not if they are covered by insurance or the manufacturer's warranty. If a mechanical breakdown occurs, we will repair or replace the covered part(s), or we will pay an authorized repair facility reasonable and customary charges to do so, not to exceed manufacturer's suggested list price for covered parts, and specific labor times published in Motor, Chilton, Mitchell or the manufacturer's warranty labor time standards, subject to the deductible and the other provisions of this contract. Reimbursement may be made directly to you for an authorized claim. Replacements will be made with parts of like kind and quality (including new, re-manufactured, exchanged, or serviceable used components or parts at our option).

**Powertrain Coverage:** Includes parts listed in component groups 1-4 and items listed in the Additional Program Benefits section.

If you selected a Manufacturer Certified Vehicle Upgrade Plan on the front page of this contract, the parts listed in component groups 1-4 only apply if during the term of your contract your manufacturer's extended powertrain warranty or your limited warranty provided by the seller expires due to time or mileage.

1. **Engine:** Gasoline engine: All internally lubricated parts contained within the engine block and cylinder head(s). Seals and gaskets.\* Plus these non-internally lubricated parts: Water pump, fuel pump, valve covers, oil pan, dipstick and tube, timing belt, timing chain/belt cover, engine mounts, flywheel, ring gear, flex plate, harmonic balancer, belt tensioner and idler pulley(s), intake and exhaust manifolds. Factory installed supercharger/turbocharger. Cylinder head, engine block and motor housings.\*\* Coolant, lubricants and oil filters.\*\*  
Diesel engine: All of the above parts. Plus diesel fuel injection pump, fuel injectors, fuel lines.
2. **Transmission:** Automatic transmission: All internally lubricated parts contained within the transmission case. Seals and gaskets.\* Plus these non-internally lubricated parts: Transmission mount(s), oil pan, dipstick and filler tube, vacuum modulator. Transmission case.\*\* Fluids, lubricants and filter.\*\*  
Manual transmission: All internally lubricated parts contained within the transmission case. Seals and gaskets.\* Plus these non-internally lubricated parts: Transmission mount(s). Transmission case.\*\* Fluids, lubricants and filter.\*\*
3. **Transfer Case:** All internally lubricated parts contained within the transfer case. Plus these non-internally lubricated parts: Electronic and vacuum engagement parts, four wheel drive automatic/semi-automatic and manually operated hub assemblies. Seals and gaskets.\* Transfer case housing.\*\* Lubricants.\*\*
4. **Drive Axle:** All internally lubricated parts contained within the Front and/or Rear Drive Axle Housing. Plus the following parts: Axle shafts, axle bearings, constant velocity joints and boots, universal joints, center support bearing. Seals and gaskets.\* Final drive housing.\*\* Lubricants.\*\*

**Standard Coverage:** Includes parts listed in component groups 1-9 and items listed in the Additional Program Benefits section.

5. **Suspension (Front and Rear):** Upper and lower control arm(s), upper and lower control arm shafts and bushings, double wishbone assembly, upper and lower ball joints, wheel bearings, steering knuckle, torsion bars and bushings, track bar and bushings, stabilizer bars and bushings, stabilizer links, spindle and spindle support, coil springs and leaf springs, electronic level control compressor, sensor and limiter valve. Seals and gaskets.\*
6. **Steering:** Steering box, rack and pinion assembly, power steering pump, pitman arm, idler arm, radius arm, tie rod adjusting sleeve, tie rods and center link, steering column shaft, shaft coupling and bearings. Seals and gaskets.\* Fluids and lubricants.\*\*
7. **Brakes:** Master cylinder, vacuum assist booster, hydro-boost and accumulator, disc calipers, wheel cylinders, flexible hydraulic lines and fittings, compensating valve, load distribution valves, backing plates, self adjusters, parking brake linkage and cables. Seals and gaskets.\* Brake fluid.\*\*
8. **Heating and Air Conditioning:** Compressor clutch, coil and pulley, dryer/accumulator, condenser, compressor, evaporator, expansion valve, orifice. Seals and gaskets.\* Refrigerant and oil.\*



9. **Electrical:** Alternator, voltage regulator, starter motor, starter drive, starter solenoid or starter relay, wiper motor(s) (front and rear), factory installed power sunroof motor, power window motor/regulator, power seat motor, power mirror motor, power door lock actuator.

**Preferred Coverage:** Includes parts listed in component groups 1- 15 and items listed in the Additional Program Benefits section.

10. **Steering:** Power steering pressure and return line(s), power cylinder valves and bearings, adjustable steering column/tilt wheel mechanism, and four wheel steering system parts.
11. **Brakes:** - ABS System - Electronic control unit, anti-lock computer module, wheel/speed sensor(s) and exciter(s), proportioning valve(s), high pressure hydraulic pump, electro-hydraulic proportioning control valves, relay(s). Seals and gaskets.\* Brake fluid.\*\*\*
12. **Heating and Air Conditioning:** Temperature control programmer, blower motor, high-low cutoff switch(s), pressure cycling switch(s), heater core. A/C in-line filter.\*\*\*
13. **Electrical:** Manually operated switches, convertible top motor, factory installed clock, wiper motor relay, wiper delay controller, headlight motor, distributor, electronic ignition system, distributorless ignition system, computerized timing control unit and sensors, electronic fuel injection components, rear window defogger switch and relay, rear window defogger grid, cruise control system, horn(s), factory installed power antenna and power antenna relay, power point accessory outlet, wiring harnesses, fuel gauge and sending unit, analog gauges, electronic instrument cluster, mileage computer, factory installed remote entry system (transmitters not included), factory installed anti-theft system.
14. **Cooling:** Radiator, engine cooling fan and motor, cooling fan clutch, cooling fan relay, coolant temperature sensor.
15. **Interior/Exterior:** Hood release cable, trunk release cable and actuator, hood, door and trunk hinges.

**Comprehensive Coverage:**

In the event of a mechanical breakdown, we will repair or replace all parts of your vehicle except those listed under Section What is Not Covered of this contract. Comprehensive Coverage also includes all items listed in the Additional Program Benefits.

**Rental Plus Coverage:**

In the event of a mechanical breakdown of your vehicle that is covered by the manufacturer's warranty, we will reimburse you for the expense actually incurred for the rental of a substitute vehicle through a licensed rental agency, subject to the following provisions: our liability shall not (a) exceed \$30 per day for each eight (8) hours of approved labor time (or fraction of eight hours), nor (b) total more than \$60 for each covered repair visit, maximum of 2 days. Rental Plus Coverage also includes the following additional program benefits listed in Section Towing and Emergency Roadside Service and Trip Interruption coverage.

**Contract Options:**

**\$100 Disappearing Deductible Option:**

If this option is selected and the additional contract charge paid, the \$100 deductible will be waived if you return to the seller for covered repairs. If covered repairs are performed by a repair facility other than the seller, a \$100 deductible will apply.

**Personal Snowplow Option:**

If this option is selected and the additional contract charge paid, if your vehicle is equipped with a snowplow or if a snowplow will be added then Section What is Not Covered, item 2 (A) will no longer apply. NOTE: Snowplow must be used for personal use only, not for commercial/business use. This option can not be combined with the Commercial Use Option.

**Commercial Use Option:**

If this option is selected and the additional contract charge paid, your vehicle may be used for business/commercial purposes. Section What is Not Covered, item 2 (B) will no longer apply.

**Footnotes:**

- \* Seals and gaskets coverage does not apply if your vehicle's odometer reading is greater than 100,000 miles on the contract date of sale.
- \*\* When damaged as a result of the failure of a covered internally lubricated part.
- \*\*\* When required in connection with the repair or replacement of a covered part.

**Additional Program Benefits**

**Rental Car Coverage:** (This benefit is not included with the Rental Plus Coverage)

In the event of a mechanical breakdown covered by this contract or the manufacturer's warranty, we will reimburse you for the expense actually incurred for the rental of a substitute vehicle through a licensed rental agency during the repair, subject to the following provisions: our liability shall not (a) exceed \$30 per day for each eight (8) hours of approved labor time (or fraction of eight hours), nor (b) total more than \$180 for each covered repair visit. In computing the maximum \$180 reimbursement per repair visit, up to three (3) days of down time, required for parts procurement only, is reimbursable (we must be advised in advance of all such delays). Delays caused by repair facility scheduling do not qualify for rental benefits.

**Towing and Emergency Roadside Service:**

If your vehicle is in need of emergency roadside service, you must call the 24-hour toll free number at 1-800-831-6870 for service. The following benefits are subject to a maximum benefit of \$100 per occurrence: towing, jump starts, flat tire changes (using your inflated spare), fluid delivery, lockout service (key cutting extra), concierge service (assistance with up to three phone calls - relatives, police, etc.). Any towing or emergency roadside service not initiated through the 24-hour toll free number at 1-800-831-6870 is limited to a maximum benefit of \$50 per occurrence; valid receipts will be required for reimbursement.

**Trip Interruption Coverage:**

If a mechanical breakdown, covered by this contract or a manufacturer's warranty, causes your vehicle to become inoperable and you are required to remain overnight while repairs are completed more than one hundred (100) miles from your home, we will reimburse you for expenses actually incurred for meals (restaurants only) and lodging (hotel or motel only), during the period repairs are being made. The maximum daily allowance for meals and lodging combined is limited to \$100 per day for a maximum of three (3) days or the period of time that it took to repair your vehicle, whichever is less, and shall not exceed \$300 for each covered repair visit. The date of the mechanical breakdown shall be considered the first day of the three-day period. Valid receipts for meals and lodging

1. In order to maintain valid contract coverage, you must have your vehicle checked and serviced in accordance with the manufacturer's recommendations as outlined in your vehicle's Owner's Manual. NOTE: your Owner's Manual lists different servicing recommendations based upon your individual driving habits and climate conditions. You are required to follow the maintenance schedule that applies to your conditions. Failure to follow the manufacturer's recommendations that apply to your specific conditions may result in the denial of coverage.
2. It is required that verifiable receipts be retained for the services. If you perform your own service, you must retain verifiable receipts showing purchases of all required parts and materials necessary to perform the required maintenance showing the date and odometer reading when the services were performed.
3. If requested, furnish us with maintenance and/or service receipts as proof of your vehicle's regular maintenance during the contract term. Maintenance expenses are your responsibility.

1. Use reasonable means to protect your vehicle from further damage in order to prevent additional expenses, repairs or complete denial of the claim. You will be responsible to pay any such additional expenses;
2. Return your vehicle to the Seller. If this is not possible, call us toll free at 1-800- 645-3269, for assistance;
3. Authorize any charges necessary to determine the cause of failure. This includes disassembly and diagnostic charges. You will be required to pay the expense of the disassembly and diagnosis if the mechanical breakdown is not covered by your contract;
4. Permit an independent inspection before repairs are completed if we request an inspection;
5. Obtain a repair authorization number from us before any repair is made. A repair authorization can be obtained from us by calling toll free at 1-800- 645-3269. Should an emergency occur which requires a mechanical breakdown repair be made at a time when our office is closed, you must call us no later than the next business day to determine if such repair will be covered by the contract. If covered, you will be eligible for reimbursement of covered repairs provided you follow all other procedures outlined in this contract;
6. Submit invoice/repair order exhibiting that the authorized repair has been completed to us;
7. Pay deductible, if applicable, and any non-covered expenses.

1. This contract does not provide coverage for:
  - A. Any part not specifically listed as covered under the coverage you selected, including but not limited to any of the following parts: tires, wheels, contact beams, light bulbs, whistles, wheel covers, fuses, motor oil, mailings, bright metal parts, street metal, engine body parts, weather strips, upholstery, convertible and/or vinyl top, paint, sun, physical damage, and/or corrosion, or front and rear brake rotors and drums, wiper blades, hoses, shock absorbers, balance, suspension, throttle body assembly, sparkplug plugs, valve balls, valve parts, brake calipers and shoes, manual steering disc.
  - B. The parts of water and oil leaks, exhaust, sensors and control solenoid adjustment of body parts, bumpers and glass.
  - C. The routine maintenance services and parts required or recommended by your vehicle manufacturer and other normal maintenance services and parts which include, but are not limited to, oil, gas, tune up, a suspension alignment and wheel balancing. Filters, lubricants, engine coolant, fluids and refrigerants will only be covered in connection with the repair of a covered mechanical breakdown.
  - D. Repairs covered by any other insurance policy, service contract, vehicle warranty or other coverage by a manufacturer or a franchisor, even if the coverage is revoked or denied for any reason.
  - E. Storage, replacement or alterations not authorized by you.
  - F. The cost of replacement of any part when it has been determined that the replacement is due to the nature of your contract coverage, including, but not limited to, the cost of the replacement part, labor, and any other charges, including but not limited to, a deductible and the liability of owner, in that the breakdown is the result of a covered breakdown.
  - G. Repairs if the owner has chosen to operate and estimate repairs have not been made immediately, or the vehicle has been altered, repaired with, disconnected, or in any way interfered with the vehicle's actual mileage that was purchased from vehicle.
  - H. Repairs or replacement of any part or component of the vehicle that is not a part of the vehicle's original equipment.
  - I. Any part(s) which has not sustained a mechanical breakdown, but which is repaired (including but not limited to, the cost of the part(s) in connection with the repair or replacement of a covered part(s)). This includes, but is not limited to, the cost of the part(s) or for repairs made solely to meet or maintain governmental emission standards.
  - J. Storage charges, shop supplies, handling costs (disposal fees), freight and/or delivery charges (incurred for parts or replacement parts).
  - K. Economic loss (including loss of time, loss of use, or other intangible loss or damage that may result from a mechanical breakdown) except as they otherwise are provided under Section 4.11(a)(ii) of Form or benefit in this contract.
  - L. Consequential loss or damage that is the result of a mechanical breakdown.
  - M. Mechanical breakdowns that occur and/or result from the use of the vehicle in violation of the terms of the contract.
2. This contract does not provide coverage if your vehicle:



- A. Has been modified to plow snow, whether the plow blade is attached to your vehicle or not;
  - B. Is used for business use by more than one driver on a regular basis, commercial towing or hauling, livery (except car pooling) or delivery;
  - C. Is used for hauling or towing in excess of the manufacturer's limitations and specifications;
  - D. Is used for rental, racing or other competition, as a taxi, police car, security vehicle or emergency vehicle.
3. This contract does not provide coverage for repairs caused by:
- A. Collision or impact, fire, theft or attempted theft, freezing, vandalism, malicious mischief, riot, civil commotion, explosion, lightning, water, flood, falling missiles or objects, or contributed to by foreign objects and/or the use of contaminated fuels, fluids, lubricants or refrigerants, and the resultant rust, corrosion or consequential damage;
  - B. Misuse, alteration, abuse, negligence, or lack of proper maintenance or breakdowns caused by improper servicing or improper repairs, insufficient coolants or lubricants, rust and/or corrosion;
  - C. A non-covered part;
  - D. The direct result of aftermarket modifications made after you purchased your vehicle which do not meet factory specifications;
- If your vehicle's odometer reading is greater than 100,000 miles on the contract date of sale, then the following exclusions apply:
- E. Gradual reductions in drivetrain operating performance due to wear and use. This includes, but is not limited to, gradual loss of engine compression necessitating the repair of valves or piston rings and gradual increase of oil consumption due to normal operation;
  - F. Freezing or overheating due to any cause, including resultant engine damage from overheating due to water pump failure.

#### Tire and Wheel Protection Coverage

If you selected the Road Hazard Tire & Wheel Protection on the front of this contract, this information pertains to you.

##### Coverage

Coverage is limited to the original set of tires and wheels on your vehicle at the time of purchase and comparable or like replacements purchased for your vehicle during the term of this contract. Coverage is not transferable to any other vehicle.

**Tires:** We will pay or reimburse you for the repair, or if not repairable, the replacement of a damaged tire, provided the tire damage was caused by road hazard. A road hazard is defined as debris on the road surface or road surface conditions such as potholes. If the tire can be safely repaired, as determined by a qualified repair facility, we will pay for the repair, up to a maximum of \$40 per repair incident. If the tire is not repairable and has at least 3/32nds of an inch of tread depth remaining, it is eligible for replacement with a comparable new tire, including mounting, balancing, valve stem and taxes. There is no per occurrence benefit limit under any coverage level.

**Wheels:** In the event a wheel is damaged by a road hazard and rendered unserviceable, the cost to replace that wheel with a comparable wheel will be covered (Cosmetic items, such as scratches, scuffing, blemishes, paint peel, etc are not covered). There is no per occurrence benefit limit under any coverage level.

**Maximum Lifetime Benefit:** The maximum lifetime benefit for the term of this contract is \$1500 for Standard Coverage, \$2500 for Premium Coverage and \$5000 for Luxury Coverage

##### Term

The term selected is shown on the front page of this contract. The time limit of the term selected starts on the contract date of sale. The coverage expires when the length of time of the term is reached. This contract will automatically terminate when you sell your vehicle unless it is properly transferred or cancelled as described in the contract.

#### Additional Program Benefit

##### Emergency Roadside Service:

If your vehicle is in need of emergency roadside service, you must call the 24-hour toll free number at 1-800-831-6870 for service. The following benefits are subject to a maximum benefit of \$100 per occurrence: towing, jump starts, flat tire changes (using your inflated spare), fluid delivery, lockout service (key cutting extra), concierge service (assistance with up to three phone calls - relatives, police, etc.). Any towing or emergency roadside service not initiated through the 24-hour toll free number at 1-800-831-6870 is limited to a maximum benefit of \$50 per occurrence; valid receipts will be required for reimbursement.

#### Pre-Authorization / Claim Procedures

1. Return your vehicle to the seller. If this is not possible, call us toll free at (800)491-5117, for assistance;
  2. Obtain a repair authorization number from us before any repair is made. A repair authorization can be obtained from us by calling toll free at (800)491-5117. Should an emergency occur which requires a repair be made at a time when our office is closed, you must call us no later than the next business day to determine if such repair will be covered by the contract. If covered, you will be eligible for reimbursement on covered repairs provided you follow all other procedures outlined in this section.
  3. Submit invoice/repair order exhibiting that the authorized repair has been completed to us;
- We reserve the right to inspect any tire or wheel before authorizing any repairs.

**What is Not Covered (applies to Tire & Wheel coverage only)**  
This contract does not provide coverage for:

1. Tires with less than 3/32nds of an inch tread depth remaining;
2. Any tire or wheel which has not sustained damage due to road hazard, including those which a repair facility recommends or requires to be replaced in connection with a repair or replacement of a covered repair;
3. Repairs or replacements covered by a manufacturer, motor club, primary insurance policy or warranty - including the repair or replacement of a tire by any manufacturer's warranty, or for any other benefit or reason the manufacturer, importer, distributor or seller repairs or replaces the tire/wheel at its expense or at a reduced cost;
4. Liability for damage to property, injury to or death of any person arising out of the operation, maintenance or use of your vehicle whether or not related to tire damage;
5. Damage caused by: sidewall/cut/impact, rim pinches, improper inflation/balancing/alignment, vehicle accident or collision, off-road/unpaved road use, negligence, abuse, misuse, fire chains, racing, fire, theft or vandalism;
6. Damage to attaching hardware, wheel covers or "space saver" style spare tires;
7. Repair or replacement of a tire/wheel arising or resulting from the use of your vehicle outside of the United States of America or Canada;
8. Disposal charges, wheel alignments, tire rotations, storage or freight charges;
9. Any claim if your vehicle is used for police or emergency service, snow removal, carriage of goods or passengers for hire, commercial delivery/service/repair, rental purposes, towing a trailer or another vehicle unless your vehicle is equipped for towing as recommended by the vehicle manufacturer;
10. Any incidental or consequential damages or costs incurred as a result of repairing or replacing a tire or wheel.

#### Transfer of Contract

If you are the first retail purchaser of this contract, you may transfer the remaining contract coverage to the next individual purchaser of the vehicle. (No dealers or brokers.) Remaining coverage must be properly transferred within 30 days of vehicle ownership transfer or the contract will no longer be in force. Transferred contracts are non-cancelable.

In order to transfer your contract you must provide us with the following:

1. Copies of the receipts for required maintenance and servicing of your vehicle;
2. A notarized copy of the documentation evidencing change of title and odometer reading at time of transfer;
3. Evidence that you transferred any remaining manufacturer's warranty;
4. A completed transfer form. To obtain a transfer form, please call Customer Service at 1-888-835-5063;
5. A check made payable to UUSC Service Company in the amount of \$30.

#### Cancellation of Contract

1. You may cancel your contract by mailing or delivering written notice of cancellation to the seller or us. Your signed cancellation request must specify the reason for cancellation, the effective date of cancellation and if applicable, evidence that the lienholder has been paid in full. If the lienholder has not been paid in full, you will need to provide the lienholder's name, address and your account number.
2. We may only cancel your contract for fraud, material misrepresentations, or for non-payment of the contract charge.
3. If your contract is cancelled, a portion of the contract charge will be refunded to you or a party authorized by you to receive it for your account. You will receive a full refund if cancellation is within 60 days of the contract date of sale and you have not incurred a claim. If cancellation is after 60 days of the contract date of sale, or you have incurred a claim, the amount of the refund will be prorated based on the lesser of days or miles remaining of the contract term, less a \$25 administration fee or 10% of the unearned pro-rata contract price, whichever is less.
4. When financing is provided for your contract, you authorize your lienholder, as shown on the front page of this contract, to be named as payee on any refund check. Your lienholder will be sole payee with authorization to cancel your contract in the event your vehicle is a total loss or is repossessed.

If cancelled, your contract may not be repurchased or coverage reinstated on your vehicle.

#### Important Items

**Limit of Liability:** Total of all benefits paid or payable for each repair visit is limited to the actual cash value of your vehicle not considering loss of value due to the mechanical breakdown of a covered part, less deductible, if applicable. The total of all benefits paid or payable during the term of this contract shall not exceed the purchase price paid for your vehicle.

**Subrogation:** In the event coverage is provided under this contract, we shall be subrogated to the rights you may have to recover against any person or organization arising out of any safety defect or mechanical breakdown, as well as out of any other judgment, consent decree or other settlement; and you shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, after you have been fully indemnified for any loss sustained under the terms of this contract, all amounts recovered by you for which you have received benefits under this contract shall belong to, and be paid to us up to the amount of benefits paid under this contract.

**Terms of Contract Conform to Statute:** Terms of this contract which are in conflict with the statutes of the state in which this contract was signed are hereby amended to conform to the minimum standards of those statutes.

**Insurance Company Obligation:** Performance to you under this contract is guaranteed by a California approved insurance company. You may file a claim with this insurance company if any promise made in the contract has been denied or has not been honored within 60 days the date proof of loss was filed. The name and address of the insurance company is: Universal Underwriters Insurance Company, 7045 College Boulevard, Overland Park, KS 66211. To do so, please call the following toll free number: (800) 648-9058. If you are not satisfied with the insurance company's response, you may contact the California Department of Insurance at 1-800-927-1367.

**Optional Maintenance Plan**

If you selected the Optional Maintenance Plan (Plan), the seller will perform the the services that are described below. The number of times each service is performed is based upon the Plan Term and Plan Service Interval that you selected on the front page of this document. (Refer to the schedule below to determine the number of services that you will receive based upon your selection.)

**Service A:** Change engine oil and replace engine oil filter; chassis lubrication (if applicable); check and add if required all fluids (including brake fluid, differential fluid, power steering fluid and windshield washer fluid); inflate tires (if needed); inspect air filter, battery, brake lights, CV joint boots, emergency brake, headlights, horn, hoses, taillights, turn signals and wiper blades.

**Service B:** Tire rotation.

PLAN TERM	PLAN SERVICE INTERVAL									
	3,000 MILE INTERVAL		3,750 MILE INTERVAL		5,000 MILE INTERVAL		7,500 MILE INTERVAL		10,000 MILE INTERVAL	
12 Months	Service A	5	Service A	4	Service A	3	Service A	2	Service A	1
	Service B	<u>2</u>	Service B	<u>2</u>	Service B	<u>2</u>	Service B	<u>2</u>	Service B	<u>1</u>
	Total Services	7	Total Services	6	Total Services	5	Total Services	4	Total Services	2
24 Months	Service A	10	Service A	8	Service A	6	Service A	4	Service A	2
	Service B	<u>4</u>	Service B	<u>4</u>	Service B	<u>4</u>	Service B	<u>4</u>	Service B	<u>2</u>
	Total Services	14	Total Services	12	Total Services	10	Total Services	8	Total Services	4
36 Months	Service A	15	Service A	12	Service A	9	Service A	6	Service A	4
	Service B	<u>6</u>	Service B	<u>6</u>	Service B	<u>6</u>	Service B	<u>6</u>	Service B	<u>3</u>
	Total Services	21	Total Services	18	Total Services	15	Total Services	12	Total Services	7
48 Months	Service A	20	Service A	16	Service A	12	Service A	8	Service A	6
	Service B	<u>8</u>	Service B	<u>8</u>	Service B	<u>8</u>	Service B	<u>8</u>	Service B	<u>4</u>
	Total Services	28	Total Services	24	Total Services	20	Total Services	16	Total Services	10
60 Months	Service A	25	Service A	20	Service A	15	Service A	10	Service A	7
	Service B	<u>10</u>	Service B	<u>10</u>	Service B	<u>10</u>	Service B	<u>10</u>	Service B	<u>5</u>
	Total Services	35	Total Services	30	Total Services	25	Total Services	20	Total Services	12

**Term**

The Plan Term selected starts on the Plan Date of Sale. The Plan expires when the length of time of the Plan Term, shown on the front side of this document, is reached (12:01 a.m. local standard time). The Plan will automatically terminate when you sell your vehicle unless it is properly transferred or cancelled as described below.

**Towing and Emergency Roadside Service:**

If your vehicle is in need of emergency roadside service, you must call the 24-hour toll free number at 1-800-831-6870 for service. The following benefits are subject to a maximum benefit of \$100 per occurrence: towing, jump starts, flat tire changes (using your inflated spare), fluid delivery, lockout service (key cutting extra), concierge service (assistance with up to three phone calls - relatives, police, etc.). Any towing or emergency roadside service not initiated through the 24-hour toll free number at 1-800-831-6870 is limited to a maximum benefit of \$50 per occurrence; valid receipts will be required for reimbursement.

**How to Receive Maintenance Service**

1. Return your vehicle to the seller. Services not performed by the seller are not eligible for reimbursement.
2. Present your ID card and this document to the service advisor. (You will receive an ID card in the mail within 45 days of the Plan Date of Sale.)
3. You must sign the repair order/invoice showing services have been provided.

**Transfers**

If you are the first retail purchaser of this Plan, you may transfer the remaining coverage to the next individual purchaser of the vehicle. (No dealers or brokers.) Remaining coverage must be properly transferred within 30 days of vehicle ownership transfer or the coverage will no longer be in force.

In order to transfer this Plan, you must provide UUSC Service Company with the following:

1. A notarized copy of the documentation evidencing change of title and odometer reading at time of transfer;
2. A completed transfer form. To obtain a transfer form, please call Customer Service at 1-888-835-5063;
3. A check made payable to UUSC Service Company in the amount of \$50.

Transferred maintenance plans are non-cancelable.

**Cancellation**

1. You may cancel your Plan by mailing or delivering written notice of cancellation to the seller. Your signed cancellation request must specify the reason for cancellation, the effective date of cancellation and if applicable, evidence that the lienholder has been paid in full. If the lienholder has not been paid in full, you will need to provide the lienholder's name, address and your account number.
2. We may only cancel your Plan for fraud, material misrepresentations, or for non-payment of the Plan charge.
3. If your Plan is cancelled, a portion of the Plan charge will be refunded to you or a party authorized by you to receive it for your account. You will receive a full refund if cancellation is within 60 days of the Plan date of sale and you have not incurred a claim. If cancellation is after 60 days of the Plan date of sale, or you have incurred a claim, the amount of the refund will be prorated based on the number of days remaining on the Plan term, less a \$25 administration fee or 10% of the unearned pro-rata Plan price, whichever is less.
4. When financing is provided for your Plan, you authorize your lienholder, as shown on the front page of this contract, to be named as payee on any refund check. Your lienholder will be sole payee with authorization to cancel your Plan in the event your vehicle is a total loss or is repossessed.

If cancelled, your Plan may not be repurchased or coverage reinstated on your vehicle.